

1 Law Offices of Pasquale F. Giannetta
2 475 Bloomfield Avenue
3 Newark, NJ 07107
4 (973) 482-7910

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MRS. WORLD LLC :
Plaintiff :
: COMPLAINT FOR
v. : TORTIOUS
: INTERFERENCE WITH A
TANA JOHNSON : CONTRACT; TORTIOUS
Defendant : INTERFERENCE WITH
: PROSPECTIVE ECONOMIC
: ADVANTAGE; AND DEMAND
: FOR JURY TRIAL

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16 Plaintiff, MRS. WORLD LLC, by and through its
17 attorney, the Law Offices of Pasquale F. Giannetta,
18 alleges against Defendant TANA JOHNSON, as follows:

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INTRODUCTION

2 1. Plaintiff, Mrs. World LLC is a domestic limited
3 liability company formed and registered in New
4 Jersey.

5 2. Mrs. World LLC is the is the license holder of the
6 "Mrs. World 2021" Beauty Pageant.

7 3. Alice Lee Giannetta is the sole member of Mrs.
8 World LLC.

9 4. On or about March 4, 2020, Mrs. World LLC entered a
10 contract for \$75,000 with The Sri Lanka Partners¹
11 to host the Mrs. World 2021 Beauty Pageant in Sri
12 Lanka ("March Contract").

13 5. On or around March 4, 2020, Alice Lee Giannetta
14 participated in a press conference to launch the
15 Mrs. World 2021 Beauty Pageant in Colombo Sri
16 Lanka.

17 6. Defendant Tana Johnson holds herself out to be the
18 Vice President of Mrs. World Incorporated.

¹ Sri Lanka Partners are: Vogue Jewelers, Chandimal Jayasinghe and the Lifestyle Company.

1 7. Defendant Tana Johnson has no prior relationships
2 with any of the Sri Lanka Partners.

3 8. Defendant Johnson was not a party to the March
4 Contract.

5 9. Defendant Tana Johnson was fully aware that the
6 Plaintiff Mrs. World LLC entered into the March
7 Contract with the Sri Lanka Partners.

8 10. On or before May 4, 2020, Defendant Johnson
9 emailed a libelous press release to many business
10 associates of the Plaintiff including but not limited
11 to the Sri Lanka Partners.

12 11. As the result of Defendant Johnson's intentional
13 libel, the Sri Lanka Partners wrote to the Plaintiff to
14 terminate their business dealings with the Plaintiff
15 and cited to Defendant Johnson's libelous press release
16 as the direct cause of the termination.

17 12. The Plaintiff has been irreparably harmed by the
18 Defendant's unlawful and libelous defamatory
19 statements.

1 13. By this action, the Plaintiff seeks to hold the
2 Defendant accountable for her malicious and
3 reprehensible conduct.

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PARTIES

5 14. Plaintiff Mrs. World LLC is a domestic limited
6 liability company registered in New Jersey.

7 15. Defendant Tana Johnson is a resident of Montana.

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JURISDICTION AND VENUE

10 16. The court has subject matter jurisdiction over
11 the

12 Plaintiff's claims pursuant to 28 USC § 1332(a)(2)
13 because the claim is between citizens of different
14 states and the amount in controversy exceeds
15 \$75,000.00.

16 17. Plaintiff is a citizen of New Jersey. Defendant
17 is a citizen of Montana.

18 18. Venue is appropriate in this judicial district
19 pursuant to 28 USC § 1391(b)(3) because the Defendant
20 is subject to personal jurisdiction in this district.

1 19. This court has personal jurisdiction over Defendant
2 Tana Johnson because she purposefully availed her
3 wrongful conduct of tortious interference with a
4 contract against the Plaintiff, a New Jersey citizen.

5 20. The claim alleged herein arises out of Defendant
6 Johnson's intentional act directed at the forum state
7 of New Jersey, as Johnson intentionally published the
8 libelous press release to the Plaintiff's business
9 associates ("The Sri Lanka Partners") to molest and
10 disrupt the business dealings of the Plaintiff, a
11 citizen of New Jersey.

12 21. As a result, it is reasonably foreseeable for
13 Defendant Johnson to expect to be hauled into Court in
14 New Jersey.

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FACTS

17 22. Plaintiff Mrs. World LLC is the license holder of
18 the "Mrs. World 2021" Beauty Pageant.

1 23. Alice Lee Giannetta is the sole member of Mrs.
2 World LLC.

3 24. Mrs. Giannetta has traveled to Sri Lanka for many
4 years and developed relationships with various
5 businesses in Sri Lanka.

6 25. On or about March 4, 2020, the Plaintiff, Mrs.
7 World LLC entered into a contract ("March Contract")
8 with the Sri Lanka Partners to host the Mrs. World 2021
9 Beauty Pageant in Sri Lanka.

10 26. Defendant Johnson was fully aware that the
11 Plaintiff entered into the March Contract with the
12 Sri Lanka Partners.

13 27. Defendant Johnson was fully aware that Alice Lee
14 Giannetta is the sole member of Mrs. World LLC.

15 28. Defendant Johnson has no prior relationship with
16 any of the Sri Lanka Partners.

17 29. Defendant Johnson has never traveled to Sri Lanka
18 and has never met any of the Sri Lanka Partners.

1 30. Defendant Johnson is not a party to the March
2 Contract.

3 31. Defendant Johnson became aware that the Plaintiff
4 was negotiating with the Sri Lanka Partners to host
5 another pageant/fashion event for Fall 2021.

6 32. Upon information and belief, on or before May
7 4, 2020, Defendant Johnson authored, published, and
8 emailed a libelous press release to the Sri Lanka
9 Partners.

10 33. Defendant Johnson emailed a libelous press
11 release to create discord between the Plaintiff and
12 the Sri Lanka Partners with purpose to disrupt the
13 March Contract that the Plaintiff entered into.

14 34. In this defamatory and libelous press
15 release, the Defendant maliciously claim that the
16 Plaintiff **misappropriated** the funds and revenues from
17 the Sri Lanka Partners and called the Plaintiff a "**liar**
18 **and a thief**".

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1 35. Notwithstanding, the press release also
2 attempts to interfere with the Plaintiff's future
3 economic interest by directly urging others to not join
4 the Plaintiff: "**Don't be dragged into her now well**
5 **known web of ugliness, The spots on the Leopard do not**
6 **change**".

7 36. Defendant Johnson' Press Release penultimate
8 paragraph stated: "**If any of you paid monies to her**
9 **[Plaintiff] for any purported Mrs. World [2021] related**
10 **purpose - that's money stolen! We urge you demand it**
11 **returned to you immediately....Failure for her to return**
12 **said sums in our opinion elevates the matter to a**
13 **criminal level. We would suggest you approach the US**
14 **Consulate to report the issue for their advice. We**
15 **regret all of this but it's done not by us!**

16 37. As the result of Defendant Johnson's malicious
17 wrongdoing, on or about May 6, 2020 the Plaintiff
18 received an email from the Sri Lanka Partners
19 indicating that they no longer want to do business with
20 the Plaintiff.

1 38. In addition, as the result of Defendant Johnson's
2 wrongdoing, the Sri Lanka Partners terminated the March
3 Contract with the Plaintiff and entered into a contract
4 to host the Mrs. World 2021 Beauty Pageant with the
5 Defendant instead; the exact same deal that the
6 Plaintiff secured; with all the parties that were
7 procured exclusively by the Plaintiff.

8 39. Defendant Johnson has maliciously interfered with
9 the Plaintiff's March Contract and unjustly enriched
10 herself. By disrupting the Plaintiff's March Contract,
11 Defendant Johnson vultured the Plaintiff's business
12 deal to host the Mrs. World 2021 Beauty Pageant.

13 40. On or about May 7, 2020 the Plaintiff
14 received an email from the Sri Lanka Partners demanding
15 return of the deposit monies from the March Contract,
16 citing exclusively to the defamatory press release they
17 received from the Defendant.

18 41. In addition, one of the Sri Lanka Partners had
19 communicated verbally with the Plaintiff via "Whats

1 App" to advise her that they were no longer
2 discussing pageant/fall fashion events with her in
3 the future.

4 42. The statements made by the Defendant in the
5 defamatory press release was not privileged, they were
6 intended to be and are false and malicious and were
7 made with reckless disregard to the truth. They were
8 made with intentions to not only terminate the March
9 contract that the Plaintiff entered into with the Sri
10 Lanka Partners, but to also prevent the Plaintiff from
11 entering into any future contracts or any future
12 business dealings in the pageant world business.

13 43. On average, there is approximately 40
14 Contestants who enter the pageant.

15 44. Therefore, in addition to the \$75,000.00
16 economic loss from the March contract, the Plaintiff
17 could have expected to receive between \$66,000.00 and
18 \$100,000.00 entrance fee from the contestants.

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FIRST CAUSE OF ACTION

3 (Tortious Interference with a Contractual Relation)

4 45. The Plaintiff restates and realleges the
5 allegations set forth in paragraphs 1-44 and
6 incorporates them by reference.

7 46. On or about March 4, 2020, the Plaintiff, Mrs.
8 World LLC, entered a contract for \$75,000 with the Sri
9 Lanka Partners to host the Mrs. World 2021 Beauty
10 Pageant in Colombo, Sri Lanka ("The March Contract").

11 47. Defendant Johnson was aware of the Plaintiff's
12 March Contract with the Sri Lanka Partners. Defendant
13 Johnson was not a party to the March Contract.

14 48. On or before May 4, 2020, the Defendant emailed a
15 malicious and defamatory press release to the Sri Lanka
16 Partners to disrupt the March Contract.

17 49. Defendant Johnson's wrongdoing directly caused
18 actual damage to the Plaintiff.

19 50. As a result of the defamatory press

1 release that the Defendant emailed directly to the Sri
2 Lanka Partners, the Sri Lanka Partners advised the
3 Plaintiff that they no longer were interested in doing
4 business with the Plaintiff and that they will do
5 business with the Defendant instead.

6 51. The Defendant improperly molested and interfered
7 with the Plaintiff's March Contract by sending this
8 defamatory press release to the Sri Lanka Partners.

9 52. The Defendant unjustly enriched herself through
10 her wrongdoing, by disrupting the March Contract and
11 stealing the business that the Plaintiff procured with
12 the Sri Lanka Partners.

13 53. The false and libelous press release was
14 intentionally designed to disrupt the Plaintiff's March
15 Contract by damaging the Plaintiff's reputation with
16 the Sri Lanka Partners.

17 54. On average, there is approximately 40 contestants
18 who enter into the Mrs. World pageant. Each contestant
19 pays an entrance fee to participate.

1 55. Therefore, in addition to the \$75,000 economic
2 loss, the Plaintiff could have expected to receive
3 between \$66,000 and \$100,000 entrance fees from the
4 contestants.

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PRAYER FOR RELIEF

7 **WHEREFORE**, Plaintiff respectfully prays for
8 judgment against the Defendant as follows:

9 1. Compensatory damage in the amount of Three Hundred
10 and Fifty Thousand Dollars; or as will be proven at
11 trial;

12 2. Punitive damages;

13 3. Awarding Plaintiff's costs of this action
14 including attorney's fees;

15 4. Granting other relief in which the Court may deem
16 just and proper.

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SECOND CAUSE OF ACTION

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**(Tortious Interference with Prospective Economic
4 Advantage)**

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6 56. The Plaintiff restates and realleges the
7 allegations set forth in Paragraphs 1-55 and
8 incorporates them by reference.

9 57. On or about March 4, 2020. Plaintiff Mrs. World
10 LLC entered into a contract with the Sri Lanka Partners
11 to host the Mrs. World 2021 Beauty Pageant for
12 \$75,000.00.

13 58. Defendant Johnson was aware of the Plaintiff's
14 March Contract and Defendant Johnson was not a party to
15 the March Contract.

16 59. Defendant also became aware that the
17 Plaintiff was negotiating with the Sri Lanka Partners
18 to host another pageant/ fashion event for the Fall of
19 2021.

1 60. On or before May 4, 2020, the Defendant emailed
2 the defamatory press release to the Sri Lanka Partners
3 61. As a result of the defamatory press
4 release emailed directly to the Sri Lanka Partners, the
5 Sri Lanka Partners advised the Plaintiff that they no
6 longer were interested in doing business with the
7 Plaintiff and that they, in fact, had contracted
8 directly with the Defendant.

9 62. The Defendant improperly interfered with the
10 Plaintiff's prospective business relationships by
11 sending the defamatory press release to the Sri Lanka
12 Partners.

13 63. The false and libelous press release was
14 intentionally designed to disrupt the Plaintiff's
15 prospective business relationship by damaging the
16 Plaintiff's reputation with the Sri Lanka Partners.

17 64. The Defendant published and distributed the
18 libelous press release with the explicit intent to
19 disrupt the Plaintiff's March Contract with the Sri

1 Lanka Partners, and to disrupt and/or prevent any
2 future business relationship between the Plaintiff and
3 the Sri Lanka Partners.

4 65. It is foreseeable that making defamatory
5 statements such as the libelous press release would
6 result in great harm to the Plaintiff.

7 66. Notwithstanding, in the defamatory press
8 release published by the Defendant, the Defendant
9 specifically addressed that the Plaintiff would a
10 direct competitor of the Defendant. By publishing this
11 defamatory press release to the Plaintiff's business
12 associates, including but not limited to the Sri Lanka
13 Partners, it was the Defendant's intent to prevent the
14 Plaintiff from procuring any future pageant business
15 anywhere, or to become a competitor at all.

16 67. As the direct result of the Defendant's libelous
17 press release, the Sri Lanka Partners withdrew their
18 offer to plan a fashion/pageant event with the
19 Plaintiff in the fall/ winter of 2021.

1 68. On average, there is approximately 40
2 contestants who enter the Mrs. World pageant. Each
3 contestant pays an entrance fee to participate.

4 69. Therefore, in addition to the \$75,000.00
5 economic loss, the Plaintiff could have expected to
6 receive between \$66,000.00 and \$100,000.00 entrance
7 fees from the contestants.

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PRAYER FOR RELIEF

13 **WHEREFORE**, Plaintiff respectfully prays for
14 judgment against the Defendant as follows:

15 1. General damages in the amount of Three Hundred
16 Fifty Thousand or as will be proven at trial;

17 2. Punitive Damages;

18 3. Awarding Plaintiff's costs of this action
19 including attorney's fees;

20 4. Granting other relief in which the Court may deem
21 just and proper.

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2 January 19, 2021

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4 Respectfully submitted,

5 **s/ Pasquale F. Giannetta**

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7 Pasquale F. Giannetta, Esq.

8 Law Offices of Pasquale F. Giannetta

9 Pat@GiannettaLaw.com

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475 Bloomfield Avenue

11

Newark, NJ 07107

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